RECENT CASE NOTES

ADMINISTRATIVE LAW—SCHOOL DISTRICTS—DETACHING TERRITORY—REVIEW OF ACTION OF BOARD.—After a hearing of the petition of some of the property owners affected, the board of county commissioners detached certain territory, which several years before had been consolidated with district 47, and again constituted it as school district 58. A state statute provided for an appeal from the board's action to the district court, on the ground that it was "against the best interests of the territory affected." Upon the appeal, two members of the board testified that they had voted for the separation because they believed that district 58 had never been legally consolidated with district 47. *Held,* that this evidence was properly received. *In re School Dist. No. 58* (1919, Minn.) 173 N. W. 850.

The universal rule is that the validity of a verdict cannot be attacked because of the motives of the jurors. 4 Wigmore, *Evidence* (1905) sec. 2349. Nor can the motive of legislators, in passing acts within their power, be inquired into by the courts. *Dayle v. Continental Ins. Co.* (1876) 94 U. S. 535, 24 L. ed. 148. The same rule has been extended to purely legislative acts of municipal corporations. 2 McQuillin, *Municipal Corporations* (1911) sec. 703; *Soon Hing v. Crowley* (1885) 113 U. S. 703, 5 Sup. Ct. 730. But a qualification has been made where fraud was involved in the passage of the ordinance. *Kansas City v. Hyde* (1906) 196 Mo. 498, 96 S. W. 201. The creation of new districts by the board of county commissioners was a legislative act. *Cf. Farrel v. County of Sibley* (1917) 135 Minn. 439, 161 N. W. 152. The principal case extends the qualification stated above so as to admit evidence not only of fraud, but also of erroneous views of the law acted upon by members of the board. See *Common School Dist. 85 v. Renville Co.* (1918, Minn.) 170 N. W. 216, 217.

AGENCY—UNDISCLOSED PRINCIPAL—WARRANTY IN DEED—EFFECT OF STATUTE ABOLISHING SEALS.—The defendant's son conveyed to the plaintiff a parcel of land which contained ten acres less than specified in the deed. The plaintiff sought to recover from the defendant, as undisclosed principal, for a breach of warranty in the deed on the theory that the existing state statute, which abolished seals, had done away with all distinction between ordinary written contracts and specialties. *Held,* that the plaintiff was not entitled to recover for breach of warranty, with a dictum that he could have recovered in quasi-contract. *Downer v. Whitecotton* (1919, Mo. App.) 212 S. W. 378.

It is generally held, in construing statutes of this nature, that merely the formality of the seal is dispensed with and that they do not change the rules of law respecting an instrument required at common law to be sealed. 8 R. C. L. 939; *Sanger v. Warren* (1897) 91 Tex. 472, 44 S. W. 477. However, the Minnesota court has held that the result of a statute abolishing seals is to do away with all the differences theretofore existing between simple contracts and specialties. *Streeter Co. v. Janu* (1903) 90 Minn. 393, 96 N. W. 1128; *Efta v. Swanson* (1911) 115 Minn. 373, 132 N. W. 335. Before the enactment of such statutes, the general rule at common law was that an undisclosed principal was not liable on a covenant in a sealed instrument. *Willard v. Wood* (1890) 135 U. S. 309, 10 Sup. Ct. 831; *Briggs v. Partridge* (1876) 64 N. Y. 357. In the instant case, although the court intimated that the statute had abolished all distinction